

## **REMARKS**

As previously indicated, Applicant elects the species 1 of Figs. 1-13 along with claims 1-19 and respectfully submits that independent claims 1, 12 and 15 are also generic to the species shown in Fig. 14-33. Independent claims 1, 12 and 15 have been amended to specify that the display structure has an outer surface and that the first rod extends outwardly from the outer surface of the display structure. Most importantly these claims specify that the base of the security device, when in the locked position, is in abutment against the outer surface of the display structure, and that the base cooperates with the outer surface of the display structure and first rod to prevent the security device from being removed from the display structure. This limitation is set forth in each of the independent claims and is discussed further below.

Claims 13 and 14 have been amended to definitely define the lock of the end assembly as being a second lock so as to differentiate from the lock set forth in the previous claim 12, which is part of the security device, and which is separate from the lock of the end assembly.

The Office action in rejecting the original claims relies upon Canning (U.S. 3,827,569) individually and combined with Kawasaki (U.S. 6,131,748). It is respectfully submitted that independent claims 1, 12 and 15 are now amended to define over these references. As admitted in the Office action, Kawasaki does not set forth or show a security device having a lock on the base and a key, but that this feature is taught by Canning. However, the lock of Canning is provided by a lever 49 and a plate 20 mounted behind the support structure, which engages a sliding rod 42, which extends through the display rod, (tubular hanger 32). Rod 42, which when moved forward by the lever, as shown in Fig. 7, actuates a post 40 (Fig. 12) to prevent the removal of articles from the rod. There is no lock which is in abutment with the outer surface of the display structure and which cooperates with the outer surface of the display structure to prevent the security device from being removed from the display structure, as is the lock device of Applicant's security device (in abutment with the outer surface

of the support structure), which uses a key to unlock the lock to allow the base to move from the locked position to an unlocked position. The lock in Canning enables the rear moveable plate 20 (Fig. 7) to move from the unlocked position out of engagement with the spring-biased bolt 43, which extends into the hollow interior of the locking rod, to a locked position as shown in Fig. 7. Clearly, this locking device is not in abutment with the front surface of the display structure and requires a considerably more complicated mechanism, which requires access to the rear of the support structure for its mounting and actuation. The rod mounting bracket 31 in Canning is secured to the support structure by an allen fastener 69 and allen head screw 70, which is considerably different from the key operated lock of Applicant's device, now defined as being in abutment against the outer surface of the display structure, thus, patentably defining over the Canning reference, individually or if combined with Kawasaki. Kawasaki et al, as admitted in the Office action, shows no type of lock mechanism nor any type of key operated security device in abutment with the front surface of the display structure.

The subject matter now inserted into claims 1, 12 and 15 was previously contained in now canceled claims 9 and 17. Accordingly, it is respectfully submitted that independent claims 1, 12 and 15 patentably define over the two cited references and cover all of the various embodiments shown in Figs. 1-33, and that their allowance is respectfully requested.

Also enclosed are two Terminal Disclaimers to overcome the double patenting rejection set forth in page two of the Office action.

In view of the foregoing, the Applicant respectfully requests reconsideration of the claims and most earnestly solicits the issuance of a formal notice of allowability for the claims. Please call the undersigned attorney if any questions remain after this amendment or the Examiner has any suggestions to place the claims in condition for allowance.